

10/22/01

## SUMMARY OF BASIC TERMS OF DRAFT LICENSE AGREEMENT

### LOXAHATCHEE NATIONAL WILDLIFE REFUGE

1. Lands Covered. Lands located within Water Conservation Area 1.
2. License Duration. 50 year term through December 31, 2051
3. Refuge Management.
  - **Comprehensive Conservation Plan (CCP).**
    - CCP developed by the FWS with public input including consultation with the District.
    - FWS to manage the Refuge in accordance with CCP.
    - The CCP is updated every 15 years.
    - At least every 5 years, FWS will hold public meetings on progress in implementing the CCP
  - **Performance Goals and Measures.**
    - Developed as a joint effort of the FWS and District to track progress in meeting CCP goals.
    - Sets specific, quantifiable measures for FWS performance
    - Addresses 1) Public Access, 2) Water Resource Management Coordination, 3) Control of Exotic Species, 4) Prescribed Fire, and 5) Public Recreation
    - Measures take into account lack of available funding and excusable delay
    - Process established for District periodic review of performance
4. District Reserves Primary Uses.
  - **Primary uses include broad range of water resource and water management activities**
    - Include water management, water resource and supply development and use, water quality, flood control, conservation and exotic species control, implementation of Comprehensive Everglades Restoration Plan, uses authorized by statute or regulation, monitoring and data collection, scientific research, and other allied purposes.
    - District access with notice does not require a FWS permit.
  - **Primary Uses are paramount.**
    - FWS use cannot conflict with District primary uses. Such conflict may be the basis for termination for default.
5. Funding Availability. FWS obligations are subject to the availability of funding. FWS, Regional Director, will use best efforts to obtain adequate funding to meet performance goals and measures.
6. Cooperation. The parties will collaborate on scientific research and data collection with the Refuge. The parties will also use best efforts to coordinate during droughts, floods, and other emergency situations. The District will assist FWS in efforts to seek additional sources of funds for exotic species control.
7. Default Clause. With the exception of failure to perform for lack of funding or excusable delay, FWS has 120 days after notice to cure non-performance after which date the License would terminate.
8. Savings Clause. Each party may assert positions regarding water quality and water management in the Refuge, including changes to the water regulation schedule for the Refuge.